

The Circuit Court of Maryland for Baltimore County | 1  
Edmund Awah v. Wells Fargo Dealer Services, Inc.

THE CIRCUIT COURT OF MARYLAND FOR BALTIMORE COUNTY

EDMUND AWAH

Plaintiff

v.

WELLS FARGO DEALER SERVICES, INC.

Defendant

\*

\*

\* Case No.03-C-14-013785

\*

\*

**AMENDED COMPLAINT AND PRAYER FOR JURY TRIAL**

Plaintiff, *in pro se*, files this original Amended Complaint against Defendant, alleging, based on its own knowledge with respect to itself and its actions, and based on information and belief to all matters as follows:

Plaintiff

Edmund Awah  
P O Box 1592  
Laurel, MD 20725  
Tel: 301 254 7362

Defendant

Wells Fargo Dealer Services  
23 Pasteur Road  
Irvine, CA 92618

S/O: (Service by Private Process)  
Incorporating Service Company  
7 Saint Paul Street, Suite 1660  
Baltimore, MD 21202



Edmund Awah

Plaintiff *in pro se*

The Circuit Court of Maryland for Baltimore County | 1  
Edmund Awah v. Wells Fargo Dealer Services, Inc.

THE CIRCUIT COURT OF MARYLAND FOR BALTIMORE COUNTY

EDMUND AWAH

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Plaintiff

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v.

\* Case No.03-C-14-013785

WELLS FARGO DEALER SERVICES, INC.

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Defendant

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**AMENDED COMPLAINT AND PRAYER FOR JURY TRIAL**

Plaintiff, *in pro se*, files this original Complaint against Defendant, alleging, based on its own knowledge with respect to itself and its actions, and based on information and belief to all matters as follows:

**PREAMBLE AND STATEMENT OF FACTS**

1. Plaintiff took out a loan in the amount of \$11,017.70 on March 12, 2014 from Defendant to finance the purchase of a pre-owned 2011 Toyota Camry. The loan terms were as follows: a monthly payment of \$275.73 over a period of 60 months, beginning April 26, 2014.
2. On April 21, 2014 Plaintiff called Defendant to advise that due to some financial challenges which Plaintiff was likely to face for a couple of months, Plaintiff would raise a bulk amount of \$5,000 and prepay the monthly payments.
3. Defendant clearly understood Plaintiff's payment proposals and the parties mutually calculated that a payment of \$5,000 would cover the monthly payments up until October 2015.
4. Plaintiff further agreed to Defendant's assertions that interest on the outstanding balance would still be accruing over the said period and it must be paid with the overall balance.
5. On April 21, 2014 Plaintiff transferred a sum of \$5,000 from Plaintiff's checking account at Wells Fargo Bank into Plaintiff's loan accounts with Wells Fargo Dealer Services, pursuant to the parties' agreement in the prior telephone conversation.
6. On September 16, 2014 Defendant called Plaintiff and informed Plaintiff that payment on the car loan was past due by two months and consequently late charges had accrued. Plaintiff explained that in the light of our earlier agreement and the bulk payment of \$5,000 Plaintiff's loan accounts must be current.

7. The caller claimed he was not aware of the payment. Plaintiff informed him that all that he has to do was to look up Plaintiff's accounts. A minute after the call, Defendant called Plaintiff again, raising the very issue he raised in the first call.
8. There were initial indications that the caller was aware that Plaintiff had already deposited the sum of \$5,000 in his loan accounts and that these calls were intended to annoy, harass and intimidate Plaintiff.
9. On September 17, 2014 Plaintiff mailed a letter to Defendant (Exhibit 1) in which Plaintiff requested an explanation on the fact that Defendant was reporting past due status on the loan accounts, when in fact payments had been made up till October 2015. Defendant did not respond to Plaintiff's letter.
10. On September 23, 2014 Defendant called Plaintiff and raised the very issues Defendant raised in Defendant's call on September 16, 2014: that Plaintiff's loan accounts was two months past due and demanded Plaintiff make immediate payments to cover the two months plus accrued late charges.
11. Plaintiff informed Defendant that Plaintiff would not pay for the simple reason that the loan account terms have been satisfied till October 2015. On September 24, 2014 Plaintiff mailed a request for the past due debt validation (Exhibit 2) to Defendants. Defendant failed to respond.
12. Defendant then harassed Plaintiff with incessant calls between September 16, 2014 and October 24, 2014. The following were the dates and times of the calls:
 

| Date       | Time  | Date       | Time  | Date       | Time  |
|------------|-------|------------|-------|------------|-------|
| 09/16/2014 | 12.41 | 10/04/2014 | 09.59 | 10/13/2014 | 11.32 |
| 09/16/2014 | 12.42 | 10/07/2014 | 08.45 | 10/23/2014 | 17.07 |
| 09/23/2014 | 18.54 | 10/07/2014 | 11.38 | 10/23/2014 | 12.05 |
| 09/25/2014 | 09.22 | 10/07/2014 | 14.34 | 10/23/2014 | 17.19 |
| 10/03/2014 | 12.45 | 10/08/2014 | 14.21 | 10/24/2014 | 17.03 |
| 10/03/2014 | 16.52 | 10/09/2014 | 09.18 |            |       |
| 10/03/2014 | 17.04 | 10/09/2014 | 19.56 |            |       |
| 10/04/2014 | 08.18 | 10/11/2014 | 12.55 |            |       |
13. There was a consistent pattern of harassment, annoying, abusing, coercion and threats in all the foregoing calls Defendant made to Plaintiff. The caller would inform Plaintiff of the two months past due payment on the car loan. Plaintiff would inform the caller payments had already been made. Defendant would disagree and threatened repossession of the car.
14. Then the caller would then claim he could not handle the issue and that Plaintiff needed to speak with a supervisor. After an unusually long wait, the supervisor would come on the line and pretending he had no clue as to what had just transpired between Plaintiff

and the initial caller, engaged in issues which were fundamentally *non sequitur* and clearly aimed at cynical time-consuming gimmicks.

15. The barrage of Defendant's telephone calls was so severe that it placed a debilitating effect on Plaintiff's mental health. Plaintiff had to seek professional help in dealing with various forms of mental anguish, mental distress and depression. Plaintiff requested that Defendant put a stop to the phone calls (Exhibits 1 and 2A) but to no avail.
16. During mid-October 2014 Plaintiff received a letter from Defendant (Exhibit 3) reiterating Defendant's demands for the "past due" plus late charges payments. Defendant sent the letter to Plaintiff despite the fact that the parties have had numerous exhaustive discussions on Plaintiff's loan accounts.
17. On October 21, 2014 Defendant placed a derogatory report on Plaintiff's Credit file (Exhibits 4A, 4B and 4C). This report was manifestly false, malicious and clearly intended to harass, threaten and coerce Plaintiff into paying off a non-existent debt.
18. Shortly after Plaintiff discovered the negative entry on the credit report, Plaintiff filed disputes (Exhibit 5) with all three Credit Reporting Bureaus and requested a comprehensive investigation of the false report on Plaintiff's credit file. Plaintiff also called Defendant and made known Plaintiff's deep concerns about the negative report Defendant had placed on Plaintiff's file.
19. The derogatory report Defendant placed on Plaintiff's credit file promptly manifested a severe negative impact since a part-time transportation position Plaintiff was applying for was denied (Exhibit 6)
20. In October 21, 2014 Defendant sent a notice to Plaintiff (Exhibit 7), warning Plaintiff that unless the "past due" charges are promptly paid, Plaintiff's car would be repossessed in a mere five days' time; on October 31, 2014.
21. It was never a coincidence that Defendant decided to mail a repossession letter to Plaintiff on Plaintiff's birthday. It was a deliberate and calculated attempt to exacerbate the harassment and severe mental anguish that Plaintiff had been subjected to all along. Plaintiff was compelled to seek an evaluation and psychological therapies for the severe mental anguish and psychological pain and suffering that Plaintiff endured.
22. Defendant failed to maintain accurate recording of Plaintiff's Loan Account transactions. Plaintiff paid \$5,000 off Plaintiff's Loan Account on April 21, 2014 and yet the \$5,000 never reflected on Plaintiff Loan Account.
23. Defendant sent Plaintiff his Loan Account statement dated November 06, 2014 which indicated that Plaintiff made a payment of \$4,447.27 on October 28, 2014 (Exhibit 8). This false. Plaintiff did not make such payment on October 28, 2014.
24. Further, a statement Plaintiff pulled from his online accounts indicated that on the same day October 28, 2014 and on the same Loan Account, Plaintiff made a payment of

\$3,982.05 (Exhibit 9). Plaintiff's Loan Account, therefore, is displaying different amount of payments made on the same day. This is totally incorrect.

25. Plaintiff made neither of the foregoing payments. The only payment Plaintiff made was in the amount of \$5,000 on April 21, 2014 which Defendant failed to acknowledge.

**COUNT 1**

Plaintiff re-alleges and incorporates paragraphs 1 through 25 with equal force as if they were repeated here.

26. The Defendant is subject to the Maryland Unfair or Deceptive Trade Practices Act (the "Act"), as Defendant extended consumer credit to Plaintiff pursuant to a consumer contract and engaged in the collection of consumer debts, thus subjecting Defendant to the Act pursuant to sections 13-101.1, 13-303(3), and 13-303(4) thereof, and in the collection of consumer debt thus subjecting Defendant to the Act pursuant to section 13-303(4) thereof.
27. In violation of the Act, Defendant committed unfair and/or deceptive acts and practices, including fraudulent concealment, in connection with the consumer transaction, the subject of this action, including but not limited to:
- (a) making false and misleading oral and written statements and other representations which had the capacity, tendency, or effect of deceiving or misleading the Plaintiff (Maryland Code sec. 13-301(1));
  - (b) failing to state a material fact if the failure deceives or tends to deceive (Maryland Code sec. 13-301(3)); and
  - (c) engaging in deception, fraud, false pretense, misrepresentation, and knowing concealment and omission of material facts with the intent that the Plaintiff relied thereon in connection with the sale of consumer services (Maryland Code sec. 13-301(9)).
28. As a direct and proximate result of Defendant's violations of the Act, plaintiff has suffered damages under this and subsequent Counts.
29. Pursuant to Maryland Code sec. 13-408(a), Plaintiff is permitted to bring this action for damages against Defendant for the violations of the Act and is entitled to recover damages sustained.

WHEREFORE Plaintiff demands judgment against Defendant for compensatory and punitive relief in an amount to be determined at trial costs, pre-judgment and post-judgment interest as the Court may find appropriate.

**COUNT 2**

Plaintiff re-alleges and incorporates by reference paragraphs 1 through 29 with equal force as if they were repeated here.

30. At all times material, Defendant qualified as providers of information to the Credit Reporting Agencies, including but not limited to Experian, Equifax and TransUnion, under the Fair Credit Reporting Act.
31. Defendant wrongfully, improperly and illegally, pursuant to its predetermined scheme to defraud Plaintiff, reported negative information as to the Plaintiff to one or more Credit Reporting Agencies, resulting in Plaintiff having negative information on his credit reports and the lowering of his FICO score.
32. Pursuant to 15 USC sec. 1681(s)(2)(b), Plaintiff is entitled to maintain a private cause of action against the Defendant for an award of damages to be proven at the time of trial for all violations of the Fair Credit Reporting Act which caused actual damages to Plaintiff, including but not limited to emotional distress and humiliation.
33. Plaintiff is also entitled to recover damages from the said Defendant for negligent non-compliance with the Fair Credit Reporting Act pursuant to 15 USC sec. 1681(o).
34. Plaintiff is further entitled to an award of punitive damages against Defendant for their willful non-compliance with the Fair Credit Reporting Act pursuant to 15 USC sec. 1681(n)(a)(2) in an amount to be proven at trial.

**COUNT 3**

Plaintiff re-alleges and incorporates by reference paragraphs 1 through 34 with equal force as if they were repeated here.

35. Defendant's relentless and unlawful conduct in harassing, abusing, coercing and oppressing Defendant to pay off non-existent debt through numerous telephone calls was in violation of the MCDCA (Annotated Code of Maryland, Commercial Law, Section 14-202).
36. The direct and proximate consequence of the abuse and harassment subjected Plaintiff to a state of mental anguish which was manifested in the form of but not limited to distress, anxiety, fright, depression, insomnia, procrastination and depression. Plaintiff is seeking professional help in connection with these medical conditions.

WHEREFORE, with respect to actual damages, Plaintiff demands judgment against Defendant in the amount of \$200,000 plus costs, pre- and post-judgment interest as the Court may find appropriate. Further Plaintiff demands punitive damages in the amount of \$300,000 plus pre- and post-judgment interest that the Court may find appropriate.



**COUNT 4**

Plaintiff re-alleges and incorporates by reference paragraphs 1 through 36 with equal force as if they were repeated here.

37. Defendant violated the Applicable Maryland statutes (Annotated Code of Maryland, Commercial law, Section 14-202) when Defendant engaged in an unconscionable means to collect a debt which is not expressly authorized by an agreement creating the debt.

WHEREFORE Plaintiff demands judgment for compensatory and punitive relief against Defendant in the amount to be determined at trial plus costs, pre- and post-judgment interest as the Court may find appropriate.

**COUNT 4**

Plaintiff re-alleges and incorporates by reference paragraphs 1 through 37 with equal force as if they were repeated here.

38. Defendant failed to validate the debt within five days of initial communication in violation of the FDCPA US Code 15 Section 1692g and relevant Maryland statutes (Annotated Code of Maryland, Commercial Law, Section 14-202)

WHEREFORE Plaintiff demands judgment for compensatory and punitive relief against Defendant in the amount to be determined at trial plus costs, pre- and post-judgment interest as the Court may find appropriate.

**COUNT 5**

Plaintiff re-alleges and incorporates by reference paragraphs 1 through 38 with equal force as if they were repeated here.

39. Defendant violated relevant Maryland Laws on Intrusion Upon Seclusion through its actions in placing numerous telephone calls to Plaintiff, even after Plaintiff had objected and requested that the telephone calls must stop.
40. Defendant's forgoing conduct constituted an intentional intrusion upon the seclusion and solitude of Plaintiff. The intrusion was the proximate cause of mental anguish, anxiety, shock, anger and a sense of violation and deception. Plaintiff's mental anguish affected his work, appetite, ability to sleep and emotional stability. Plaintiff consulted a clinical psychologist for evaluation and intervention.

The Circuit Court of Maryland for Baltimore County | 7  
Edmund Awah v. Wells Fargo Dealer Services, Inc.

WHEREFORE Plaintiff demands judgment for compensatory and punitive relief against Defendant in the amount to be determined at trial plus costs, pre- and post-judgment interest as the Court may find appropriate.

**COUNT 6**

Plaintiff re-alleges and incorporates by reference paragraphs 1 through 39 with equal force as if they were repeated here.

41. Defendant made fictitious entries on Plaintiff's Loan Account with the sole objective of defrauding Plaintiff.

WHEREFORE Plaintiff demands judgment for compensatory and punitive relief against Defendant in the amount to be determined at trial plus costs, pre- and post-judgment interest as the Court may find appropriate.

**JURY DEMAND**

Plaintiff requests a trial by jury on all issues so triable by right.

Plaintiff in *pro se*:

Edmund Awah  
P O Box 1592  
Laurel, MD 20725

Tel: 301 254 7362

Defendant:

Wells Fargo Dealer Services  
23 Pasteur Road  
Irvine, CA 92618

S/O: (Service by Private Process)  
CSC-Lawyers  
Incorporating Service Company  
7 St. Paul Street, Suite 1660  
Baltimore, MD 21202



Edmund Awah



# **EXHIBIT 1**

P O Box 1592  
Laurel, MD 20725

September 17, 2014

Wells Fargo Dealer Services  
23 Pasteur Road  
Irvine, CA 92618

**Re: Telephone conversation on Past Due Loan Car Account; Account # [REDACTED] 3525**

Dear Sir

On September 16, 2014 I received a call from one of your representatives who informed me that my loan account was past due. The caller demanded immediate payment plus accrued late charges.

I explained to the caller that on April 21, 2014 I made a deposit of \$5,000 into my loan accounts. Per my instructions, the \$5,000 must be applied to the monthly payments and consequently the payments were effected through October 2015.

In the circumstances, please stop further calls and ensure that my loan account is updated to reflect the payment through October 2015.

I trust you find this letter in order.

Sincerely



Edmund Awah

## **EXHIBIT 2**

P O Box 1592  
Laurel, MD 20725

September 24, 2014

Wells Fargo Dealer Services  
23 Pasteur Road  
Irvine, CA 92618

**Re: Account # [REDACTED] 3525; Validation of Debt**

Dear Sir

On September 16, 2014 I received a call from one of your representatives who informed me that my loan account was past due. Please send me an explanatory letter at your earliest convenience to validate the debt

I trust you find this letter in order.

Sincerely



Edmund Awah

## **EXHIBIT 2A**

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P O Box 1592  
Laurel, MD 20725

September 25, 2014

Wells Fargo Dealer Services  
23 Pasteur Road  
Irvine, CA 92618

**Re: Telephone conversation on Past Due Loan Car Account; Account # [REDACTED] 3525**

Dear Sir

On September 17, 2014 I sent you the following letter;

*On September 16, 2014 I received a call from one of your representatives who informed me that my loan account was past due. The caller demanded immediate payment plus accrued late charges.*

*I explained to the caller that on April 21, 2014 I made a deposit of \$5,000 into my loan accounts. Per my instructions, the \$5,000 must be applied to the monthly payments and consequently the payments were effected through October 2015.*

*In the circumstances, please stop further calls and ensure that my loan account is updated to reflect the payment through October 2015.*

*I trust you find this letter in order.*

Your representatives keep calling about the "past due account" even though I requested you to stop the phone calls. Please explain why these calls are still coming despite the fact that the loan has been paid up through October 2015.

Sincerely

A handwritten signature in black ink, appearing to read 'Edmund Awah', with a long horizontal line extending to the right.

Edmund Awah



## **EXHIBIT 3**

WELLS  
FARGOWells Fargo Dealer Services  
P.O. Box 25341  
Santa Ana, CA 92799-5341A3ALSCDTV9 019146  
#BWNJZXC  
#2201 4100 6021 4768#  
EDMUND K AWAH  
102 WOODLAND CT APT 302  
LAUREL MD 20707-4535

|                  |                   |
|------------------|-------------------|
| Account Number   | 3525              |
| Collateral       | 2011 Toyota Camry |
| Total Amount Due | \$830.65          |
| Payment Due Date | See below*        |

For personalized  
service or if you  
have traded in this  
vehicle, please call  
1-800-289-8004  
Monday - Friday  
5:00 a.m. to 7:00 p.m.  
Pacific Time.

## Advertisements and Services

Safe and  
Convenient  
eStatementsWith free eStatements, you'll  
enjoy:

- **Improved security** - Reduce the risk of fraud and identity theft that comes with paper statements.
- **Less clutter** - Quickly and easily access up to a year of online statements.
- **Conserving paper and trees** by printing only what is needed.

Switch to eStatements today!  
[wellsfargodealerservices.com/  
eStatements](http://wellsfargodealerservices.com/eStatements)Please see reverse side for important  
information regarding your account.

11/15 990001

A3ALSCDTV9 019146 YNNNNNNNNNN NNN NNN 001 001 11001365.1.1

| Date     | Description                 | Amount     |
|----------|-----------------------------|------------|
| 09/10/14 | Late Charge Assessment      | \$26.80    |
| 10/06/14 | Amount Past Due             | 535.90     |
| 10/06/14 | Late Charges Accrued        | 26.80      |
| 10/06/14 | Current Payment Due         | 267.95     |
| 10/26/14 | TOTAL AMOUNT DUE            | \$830.65   |
| 10/06/14 | LOAN BALANCE AS OF 10/06/14 | \$6,883.50 |

This balance represents your outstanding balance as of the statement  
date and is not your payoff. For a payoff calculation, please visit our  
website or call 800-289-8004.

\*The Total Payment Due includes a Past Due Amount of \$535.90 and Late Charges Accrued of \$26.80 due immediately. Your current payment due of \$267.95 is due on 10/26/14.

WELLS  
FARGO

DO NOT SEND CASH.

For 24-hour self-service and payment options, visit our website at [wellsfargodealerservices.com](http://wellsfargodealerservices.com) or call 1-800-289-8004.

## Paying by check?

To ensure prompt processing, please return this portion with your payment in the envelope provided.  
Please write your account number on your check or money order and make payable to Wells Fargo Dealer Services.

Check box for change of address and indicate new address on reverse side.

☐ Edmund K Awah  
102 Woodland CT Apt 302  
Laurel MD 20707-4535WELLS FARGO DEALER SERVICES  
P.O. BOX 25341  
SANTA ANA, CA 92799-5341

INTERNAL USE ONLY

- ☐ AT
- ☐ LC
- ☐ PO
- ☐ PR
- ☐ DB

|                                      |          |
|--------------------------------------|----------|
| Account Number                       | 3525     |
| Date Payment Due                     | 10/26/14 |
| Total Amount Due                     | \$830.65 |
| Amount to Be Applied to Late Charges |          |
| Amount Enclosed                      |          |

0 002 51 3525 0000026795 0000083065 1

## **EXHIBIT 4A**

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[My Finances](#) [My Recommendations](#) [Credit Cards](#) [Loans](#) [Reviews](#) [Tools & Advice](#)


**Cashback Notice:** Your Fair credit rating means you have very good odds of obtaining a competitive rewards card. We recommend the Capital One® QuicksilverOne® Cash Rewards Credit Card

[Edmund](#)


Capital One®  
QuicksilverOne® Cash  
Rewards Credit Card

[GET THIS CARD](#)
[Show Me Why](#)

Financial overview for  
**EDMUND**

Credit Score Center 681

Credit Report Card

Full Credit Report

Credit Score Simulator

My Spending

My Recommendations \$213

Collections \$4,451

Credit Cards \$1,209

AMEX \$1,209

TDR/PEACHOI \$0

Loans \$3,683

WFDSWDS \$3,683

FST FIN FCU \$0

Closed Accounts

## Full Credit Report

Information provided by

Items For Your Review

View Report From: Oct 24, 2014 (current)

[Print this Report](#)

[Advertiser Disclosure](#)

| Full Credit Report | Past Due (1) | Open Collections Accounts (1) | Remarks on Accounts (16) | Recently Filed Public Records (1) |
|--------------------|--------------|-------------------------------|--------------------------|-----------------------------------|
|--------------------|--------------|-------------------------------|--------------------------|-----------------------------------|

You are viewing 1 past due account

A delinquent account on your report could have an immediate and lasting negative impact on your credit. Review these accounts to determine which may need to be addressed and to ensure the accuracy of what has been reported.

[Back to Full Credit Report View](#)

[Jump to Next Steps](#)

| Account Name | Account Type | Open Date                | Status                                    | Balance |
|--------------|--------------|--------------------------|---|---------|
| WFDSWDS      | Auto         | Mar 12, 2014<br>6 Months | Open - Late 30 Days<br>No Missed Payments | \$6,883 |

Account Details

Last Reported

Creditor Name

Account Type

Account Status

Opened Date

Closed Date

Limit

Term

Monthly Payment

Responsibility

Balance

Highest Balance

Payment Status

Worst Payment Status

Date of Last Payment

Amount Paid Due

Times 30/60/90 Days Late

Remarks

Sep 30, 2014

WFDSWDS

Automobile

Open

Mar 12, 2014

--

--

60 Months

\$267

Individual

\$6,883

\$11,716

Late 30 Days

Current

Aug 01, 2014

\$267

0/0/0

--

48 Month Payment History

2014 OK OK OK OK OK

J F M A M J J A S O N D

Creditor Contact Details

WELLS FARGO DLR SVC/WACH  
PO BOX 1697 1697  
WINTERVILLE, NC  
28560

Credit Karma Recommendations

Find opportunities to refinance your auto loan.

Look for ways to save on your auto insurance premiums.

If something is wrong, learn more about disputing details.

### Next Steps

Here are some steps that may help you with past due accounts.

- 1 Learn more about how delinquent accounts could affect your credit score.  
Getting educated is often the first step to taking control. Read our article about delinquent accounts to get started.
- 2 Set up account monitoring with Credit Karma.

[Read More](#)

[Back To Top](#)

## **EXHIBIT 4B**

---



MY ACCOUNT

CARDS

TRAVEL

REWARDS

BUSINESS

United States (Change Country) LOG OUT



Welcome EDMUND AWAH  
Your Last Log in was on 10/14/2014

## MY CREDITSECURE ACCOUNT

[Edit CreditSecure Profile](#)
[Set Text Message Alerts](#)

## MY BENEFITS

[3-Bureau® Credit Reports with PLUS Scores](#)
[3-Bureau® Monitoring with Credit Alerts](#)
[Experian PLUS Score® Alerts](#)
[Monthly CreditSecure Statement](#)
[Lost Wallet Assistance](#)
[Education Center](#)
[Dispute Information Center](#)
[Insurance Coverage\\*\\*](#)
[Fraud Resolution Assistance](#)
[See All Benefits](#)

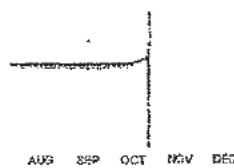
## MY CREDIT CENTER

## MY PLUS SCORES

**663** My Experian PLUS Score®

[View 3 Credit Reports](#)

See more information about your Experian PLUS Score Below.


[View Details](#)
[Understand My PLUS Score](#)
[My PLUS Score Potential](#)

## MY ALERTS

You Have 49 New Alerts. Alerts allow you to see key changes to your credit reports and Experian Score.

Here is your most recent Alert:

Alert Date: 10/21/2014 6:59:35 AM  
Alert Type: Potentially Negative  
Company: WELLS FARGO DLR  
SACAWACH  
Phone Update: 663  
Visit W: [None Provided](#)  
if an Credit Score Alerts

## MY CREDITSECURE STATEMENT

View summary of credit information.

[See Monthly Statement](#)

## MY EDUCATION CENTER

Articles:

[About Credit Scores](#)  
[Identity Theft Protection](#)

[See PLUS Score Estimator](#)

[Visit Education Center](#)

## MY REPORTS

Request up to two reports every 30 days.

You have 2 three-Bureau credit reports remaining from Experian®, Equifax®, and TransUnion® until 10/24/2014.

[See My Reports](#)

## MY LOST WALLET ASSISTANCE

Protect credit cards and personal information.

[Update Information](#)

## MY CREDITSECURE SUMMARY

[Visit My Credit Report](#)

[Credit & Debt](#) [Negative Information](#) [Length Of History](#) [Hard Inquiries](#) [Account Types](#) [View All 3 Credit Scores](#)

Lenders considering your application are likely to put the most emphasis on your total debt and the amount of credit you have available

|                                     | EXPERIAN®                              | EQUIFAX®                               | TRANSUNION®                            |
|-------------------------------------|--|--|--|
| Report Date                         | 1/1/1900                               | 8/11/2014                              | 8/11/2014                              |
| Real Estate/Other                   | \$452                                  | \$283                                  | \$283                                  |
| Installment Debt                    | \$6,883                                | \$6,883                                | \$6,883                                |
| Revolving Debt                      | \$404                                  | \$404                                  | \$404                                  |
| Credit Limit                        | \$1,100                                | \$1,100                                | \$1,100                                |
| Credit Available                    | \$696                                  | \$696                                  | \$696                                  |
| Credit-to-Debt Ratio                | 64%                                    | 64%                                    | 64%                                    |
| Total Debt                          | \$7,739                                | \$7,570                                | \$7,570                                |
| Monthly Payment                     | \$307                                  | \$307                                  | \$280                                  |
| Your Revolving Credit-to-Debt Ratio |  |  |  |
|                                     | Credit 64% (\$696)<br>Debt 36% (\$404) | Credit 64% (\$696)<br>Debt 36% (\$404) | Credit 64% (\$696)<br>Debt 36% (\$404) |

Negative Information Tab

Call us at 1-866-617-1893

Monday-Friday 8:00am - 12:00am  
Saturday 9:00am - 12:00am



## **EXHIBIT 4C**

---



MY ACCOUNT

CARDS

TRAVEL

REWARDS

BUSINESS

United States (Change Country) LOG OUT



Welcome EDMUND AWAH  
Your Last Log In was on 10/24/2014

## MY CREDITSECURE ACCOUNT

[Edit CreditSecure Profile](#)
[Set Text Message Alerts](#)

## MY BENEFITS

[3-Bureau® Credit Reports with PLUS Scores](#)
[3-Bureau® Monitoring with Credit Alerts  
Experian PLUS Score® Alerts](#)
[Monthly CreditSecure Statement](#)
[Lost Wallet Assistance](#)
[Education Center](#)
[Dispute Information Center](#)
[Insurance Coverage\\*\\*](#)
[Fraud Resolution Assistance](#)
[See All Benefits](#)

## MY ALERTS

We monitor your Experian®, Equifax®, and TransUnion® Credit Reports on a daily basis and will notify you every time a key change is detected. Additionally, we monitor your Experian PLUS Score based on your preference settings. If you receive an alert, be sure you review it right away. These alerts could help you:

- Stay informed of new activity on your credit reports
- See what could affect your Experian PLUS Score
- Catch early signs of suspicious activity
- See if your Experian PLUS Score has changed

## ALERT SETTINGS

Customize how you receive alerts any time by updating your profile preferences.

[Edit Profile](#)

## MY CREDIT REPORT ALERTS

Current (15) Older than 90 days (0) Older than 180 days (80)

[Hide All Alert Details](#)

10/21/2014 There is potentially negative information reported or information about a lost and/or stolen credit card. [Viewed Previously](#)

Business WELLS FARGO CLR SVC/AWAH  
P.O. BOX 1687

Phone No Phone Provided

Balance Amount

Service Date

Reported by TransUnion

What Is Potentially Negative Information?

An item is "Potentially Negative" when a creditor reports that you have not met the terms of your agreement with them. This may include late payments, uncollectible accounts, accounts sent to collections, bankruptcies, liens, lost and/or stolen credit cards, etc.

What do I do now?

If the information being reported about you is accurate you do not need to take any action. If you believe it is wrong you should contact the company that reported the information as soon as possible to have it corrected. To dispute this item or get in touch with one of your dedicated Fraud Resolution Professionals, click the buttons for additional instructions.

[Dispute Item](#)

[Fraud Resolution](#)

10/11/2014 There is potentially negative information reported or information about a lost and/or stolen credit card. [Viewed Previously](#)

10/09/2014 There is potentially negative information reported or information about a lost and/or stolen credit card. [Viewed Previously](#)

10/01/2014 A new address has been reported on your credit report. [Viewed Previously](#)

09/11/2014 CHASE BANK NA has requested a copy of your Credit Report. [Viewed Previously](#)

09/11/2014 CHASE BANK USA N.A has requested a copy of your Credit Report. [Viewed Previously](#)



## MY EXPERIAN PLUS SCORE ALERTS

Current (6) Older than 90 days (0) Older than 180 days (21)

[Show All Alert Details](#)

10/17/2014 Your Experian Credit Score increased by 23 point(s)

[Upvoted](#)



Call us at 1-866-617-1893

Monday-Friday 8:00am - 12:00am  
Saturday 9:00am - 12:00am

EASTERN TIME

## **EXHIBIT 5**

**CREDIT DISPUTE WORKSHEET**

Found inaccuracies in your report? If so, use this form to contact the Credit Bureau (Experian®, Equifax® or TransUnion®) who supplied the information. Simply follow the instructions provided, then mail the form to them. We also recommend writing directly to the creditor detailing the dispute and the action taken to correct it.

If this dispute is with the information on your Experian report, you can go directly online to [www.experian.com/cic](http://www.experian.com/cic) or call 1-866-617-1893.

**1. CONTACT INFORMATION**

Name: Edmund Awah DOB: 11/02/1982  
 Address: P.O. Box 1592  
 City: Laurel State: MD Zip: 20725  
 Social Security: [REDACTED] Phone Number: 301-284-7312

**2. DISPUTE INFORMATION**

Item in Dispute: Potentially Negative Information  
 Creditor: Wells Fargo Dealer Services Account Number: \_\_\_\_\_  
 Reason for Dispute: \_\_\_\_\_

*The information underlying this debt is not only incorrect, it is false*

Item in Dispute: \_\_\_\_\_  
 Creditor: \_\_\_\_\_ Account Number: \_\_\_\_\_  
 Reason for Dispute: \_\_\_\_\_

**3. SIGN AND MAIL**

Signature: [Signature] Edmund Awah

To dispute information on your Equifax or TransUnion credit reports, use this worksheet as a reference when contacting the bureau. The addresses for both Equifax and TransUnion are provided below:

Equifax  
 PO Box 740256  
 Atlanta GA 30374

TransUnion  
 PO Box 1000  
 Chester PA 19022

Experian  
 P.O. Box 2002  
 Allen, TX 75013

## **EXHIBIT 6**

Thanks for your interest in Lyft - Inbox - Yahoo Mail

<https://us-mg6.mail.yahoo.com/neo/b/message?sMid=5&fid=Inbox...>

Ed Profile Sign Out Home

Inbox (38) Drafts (33) Sent Spam (1790) Trash My Folders

Compose Delete Reply Reply All Forward Actions Apply

Carbonite Sponsored Keep Business Moving With Powerful Online Count on automatic protection for your most

**Thanks for your interest in Lyft** Sunday, October 26, 2014 6:16 AM

From: "Lyft Team" <[drive@lyft.com](mailto:drive@lyft.com)>  
To: [gbeda004@yahoo.com](mailto:gbeda004@yahoo.com)

Full Headers Printable View

**lyft**

Dear Edmund,

When you applied to be a Lyft driver, you consented to a background check conducted by a reporting agency.

Lyft, Inc. contracted with Sterling Infosystems Inc. Their address is 249 West 17th Street, 10011 and their telephone is (877) 424-2457.

Based on the information contained within the report, subject to you successfully challenge this information, we have decided to deny your application to become a Lyft driver. Sterling Infosystems Inc. made this decision and is not able to explain why the decision was made.

We are enclosing a copy of the report at the following link(s): [https://secure.sterlingdirect.com/OneClick.aspx?METHOD=BGCHECK\\_PRTREPORT&CUSTID=K3jiGR3WjpXOYkJKtBGORDERID=nodkQm59fX%7c2vVR%7cm6uYog%3d%3d&TOKEN=ixXnDfgCvSMINj4rX7h%7cB%2fh%7c1u3ZY1rfnqpV1%2fWcybr89KDXwe4v](https://secure.sterlingdirect.com/OneClick.aspx?METHOD=BGCHECK_PRTREPORT&CUSTID=K3jiGR3WjpXOYkJKtBGORDERID=nodkQm59fX%7c2vVR%7cm6uYog%3d%3d&TOKEN=ixXnDfgCvSMINj4rX7h%7cB%2fh%7c1u3ZY1rfnqpV1%2fWcybr89KDXwe4v)  
[https://secure.sterlingdirect.com/gateway/OneClick.aspx?METHOD=BGCHECK\\_PRTREPORT&CUSTID=EuZ3MM1%7cUN0wEpJyNoAyCw%3d%3d&BGORDERID=WOTCfi%7ckvi6%3d%3d&TOKEN=jRI4r8%7ccQMKT6cQmminpDOckkWYQBSle%7cvQfyBy0vBZTAa%2fNczB](https://secure.sterlingdirect.com/gateway/OneClick.aspx?METHOD=BGCHECK_PRTREPORT&CUSTID=EuZ3MM1%7cUN0wEpJyNoAyCw%3d%3d&BGORDERID=WOTCfi%7ckvi6%3d%3d&TOKEN=jRI4r8%7ccQMKT6cQmminpDOckkWYQBSle%7cvQfyBy0vBZTAa%2fNczB)

A copy of your rights under the federal Fair Credit Reporting Act can be found by clicking the link below. You also have the right to dispute directly with Sterling Infosystems, Inc. the accuracy or completeness of the information provided by it.

If you believe the information listed above is not accurate, please contact Sterling Infosystems, Inc. within 60 business days of the receipt of this letter and advise us that you have done so.

Thanks,  
The Lyft Team  
[drive@lyft.com](mailto:drive@lyft.com)

© Lyft 2014  
540 Market St #69514  
San Francisco, CA 94104  
[drive@lyft.com](mailto:drive@lyft.com)

Compose Delete Reply Reply All Forward Actions Apply



## **EXHIBIT 7**

Wells Fargo Dealer Services

WELLS  
FARGO

Date mailed: 10/21/2014  
 Date of contract/security agreement: 3/12/2014  
 Account number: 3525

**Notice of Intention to Repossess**

|  |                |   |  |
|--|----------------|---|--|
| Buyer's / debtor's name and address<br>EDMUND KAWAH<br>102 WOODLAND COURT CT 302<br>LAUREL, MD 20707 |                | Co-buyer's / guarantor's name and address |  |
| Year<br>2011   | Make<br>TOYOTA | Model<br>CAMRY-4 CYL.                     | Vehicle identification number<br>4T1BF3EK9BU632408 |

You are hereby notified that you are in default of the terms and provisions of your Contract/Security Agreement. You have the right to cure this default until the date shown below as the **last date for payment**. If you do so, you may continue with the Contract as though there had been no default. Your default consists of the items shown below. The amount shown below as **total amount due** must be paid before the **last date for payment**.

Payments should be sent to Wells Fargo Bank, N.A. DBA Wells Fargo Dealer Services, PO BOX 25341 SANTA ANA, CA 92799-5343.

10/31/2014 is the **last date for payment**.  
 (10 days from the date this notice is mailed)

|  |                  |
|--|------------------|
| Outstanding installments now due               | \$ 803.85        |
| Unpaid accrued delinquency or deferral charges | \$ 53.60         |
| Other charges due                              | \$               |
| <b>Total amount due</b>                        | <b>\$ 857.45</b> |

**If you decide not to cure this default**

If you do not cure this default by the **last date for payment**, we will take possession of the vehicle. However, you may still redeem the vehicle at any time prior to it being sold, by paying the past due installments and other charges or by paying the total due at that time, whichever is applicable. The longer you wait to redeem the vehicle, the more costs you may have to pay.

If you have questions, please call us 800-289-8004, Monday-Friday, 5:00 a.m. to 7:00 p.m., Pacific Time.

Thank you.

Wells Fargo Dealer Services

**WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE.**

## **EXHIBIT 8**

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02

11/06/14

**WELLS  
FARGO**

**Wells Fargo Dealer Services**  
P.O. Box 25341  
Santa Ana, CA 92799-5341



A3ALSCDTYK 018775  
#BWNJZXC  
#2201 4110 6021 2448#  
EDMUND K AWAH  
102 WOODLAND CT APT 302  
LAUREL MD 20707-4535

**Account Number**

3525

**Collateral**

2011 Toyota Camry

**Total Amount Due**

\$37.20

**Payment Due Date**

10/26/15

For personalized  
service or if you  
have traded in this  
vehicle, please call  
1-800-289-8004  
Monday - Friday  
5:00 a.m. to 7:00 p.m.  
Pacific Time.

Advertisements and Services



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- **Less clutter** - Quickly and easily access up to a year of online statements.
- **Conserving paper and trees** by printing only what is needed.

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[wellsfargodealerservices.com/  
eStatements](http://wellsfargodealerservices.com/eStatements)

Please see reverse side for important  
information regarding your account.

11/06/14 9:00 AM

A3ALSCDTYK 018775 YNNNNNNNN NNN NNN 001 001 11028954.1.1

| Date     | Description                  | Amount     |
|----------|------------------------------|------------|
| 10/28/14 | Payment Received - Thank You | \$4,447.27 |
| 11/06/14 | Current Payment Due          | 37.20      |
| 10/26/15 | TOTAL AMOUNT DUE             | \$37.20    |
| 11/06/14 | LOAN BALANCE AS OF 11/06/14  | \$6,883.49 |

This balance represents your outstanding balance as of the statement date and is not your payoff. For a payoff calculation, please visit our website or call 800-289-8004.

**WELLS  
FARGO**

DO NOT SEND CASH.

For 24-hour self-service and payment options, visit our website at [wellsfargodealerservices.com](http://wellsfargodealerservices.com) or call 1-800-289-8004.**Paying by check?**

To ensure prompt processing, please return this portion with your payment in the envelope provided.  
Please write your account number on your check or money order and make payable to Wells Fargo Dealer Services.

Check box for change of address and indicate new address on reverse side.

☐ Edmund K Awah  
102 Woodland CT Apt 302  
Laurel MD 20707-4535



WELLS FARGO DEALER SERVICES  
P.O. BOX 25341  
SANTA ANA, CA 92799-5341

INTERNAL USE ONLY

☐ AT  
☐ LC  
☐ PO  
☐ PR  
☐ DB

|   |          |
|---|----------|
| <b>Account Number</b>                       | 3525     |
| <b>Date Payment Due</b>                     | 10/26/15 |
| <b>Total Amount Due</b>                     | \$37.20  |
| <b>Amount to Be Applied to Late Charges</b> |          |
| <b>Amount Enclosed</b>                      |          |

0 002 51 3525 0000003720 0000003720 5

## **EXHIBIT 9**

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eServices

[Sign Out](#)

Wells Fargo Dealer Services

[My Account](#) | [Payments](#) | [Account Management](#) | [eStatements](#) | [Help](#)[Account Summary](#) | [Next Payment Details](#) | [Select A Loan](#) | [Correspondence](#)**Account Summary** [Help](#) [Print This Page](#)

Welcome to eServices. Last sign-in: 10/27/2014

**Account Activity** 3525 - 2011 TOYOTA CAMRY-4 CYL.

| Description                   | Amount     | Notes  |
|-------------------------------|------------|--|
| Next Payment Due              | \$37.20    | Due: 10/28/2015 Find out the payment details |
| Last Payment Received         | \$3,982.05 | Posted on: 10/28/2014                        |
| Outstanding Principal Balance | \$6,883.49 | What is Principal Balance?                   |

**Account Profile**

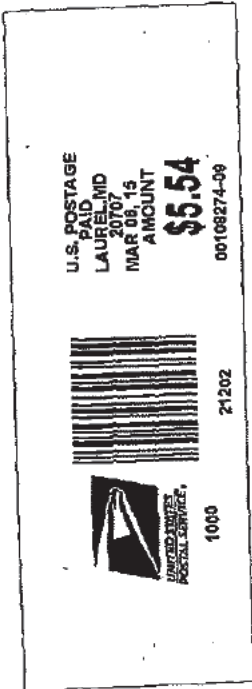
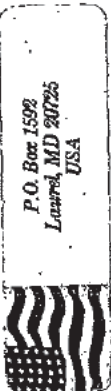
|                              |             |
|------------------------------|-------------|
| Loan Origination Date        | 3/12/2014   |
| Original Loan Amount         | \$11,715.70 |
| Annual Percentage Rate (APR) | 12.99%      |
| Loan Term                    | 60 Months   |
| Maturity Date                | 3/28/2019   |
| Months Remaining             | 42 Months   |

**Contact Us**1-800-289-8004  
Monday - Friday  
5:00 am - 7:00 pm  
Pacific Time**Customer Service****Help and FAQs**[Make A Payment](#)  
[Pending Payments](#)  
[Payoff Requests](#)  
[Automatic Loan Payment](#)**My Profile**[How to Read Your Statement \(PDF\)](#)[eStatements](#)  
[Email Notifications](#)**Correspondence****Enroll in the ALP program**

Rest easy and let us debit your checking or savings account each month.

▶ [Enroll now!](#)





Wells Fargo Dealer Services  
ESC - Lawyers Inc Source Company ST #1660  
7 Saint Paul  
Baltimore, MD 21202